

**Commonwealth of Virginia**  
Unsealed Request For Proposal

**URFP No. 720C-04406-15B00**

**SET-ASIDE FOR SMALL BUSINESSES**

**Issue Date:** July 14, 2014

**Issue Title:** Process Management Consulting Services Addressing the Capital Outlay Processes within DBHDS

**Issuing Agency:** Department of Behavioral Health and Developmental Services (DBHDS), Central Office, 1220 Bank Street, Richmond, Virginia 23219

**Using Agency and Location Where Work Will Be Performed:** DBHDS – Central Office

**Period of the Contract:** Upon execution of contract through completion of project

**Renewals:** None

Proposals shall be submitted via email to [Benjamin.Miller@dbhds.virginia.gov](mailto:Benjamin.Miller@dbhds.virginia.gov) and will be received until the following due date/time:

**August 1, 2014 - 12:00 PM Local Time**

**All inquiries for information shall be directed to:**

<b>Proposal Preparation and General Procedural Queries:</b>	Benjamin Miller 804-786-6632

**NOTE:**

To ensure that all questions receive responses, interested vendors are requested to submit questions via email to [Benjamin.Miller@dbhds.virginia.gov](mailto:Benjamin.Miller@dbhds.virginia.gov)

Questions should be submitted no later than five (5) days prior to the proposal due date.

**IMPORTANT:** Late proposals will NOT be accepted under any circumstances. This page and the signature page below **must** accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR BY REFERENCE, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.

**Offeror Name and Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**FEI/FIN Number:** \_\_\_\_\_

**DMBE – Certified**  
**Small Business No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
*(Official Signature in Ink)*

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## **1.0 Scope of Work:**

- 1.1 The purpose of this Unsealed Request for Proposals (URFP) is to solicit unsealed proposals from qualified Offerors to assess current capital outlay processes of the Department of Behavioral Health and Development Services (DBHDS), Office of Architectural and Engineering Services (A&E) within the DBHDS Division of Finance and Administration and prepare recommendations for improving current workflow and operations. Considerations shall include capital outlay form preparation and processing, record-keeping requirements, and invoice tracking, approval and processing. A draft report should be submitted within sixty (60) days of award of the contract.

## **2.0 Deliverables:**

The Offeror should:

- 2.1 Organize and schedule an effective project kick-off.
- 2.2 Review existing capital outlay processes and workflow within Finance and Administration. Review to include, but is not limited to DGS Forms (CO-2 through CO-14), expenditures and electronic and paper filing systems for project documents.
- 2.3 Conduct in-depth interviews of key stakeholders, including but not limited to the Department of Treasury, the Department of Planning and Budget, the Auditor of Public Accounts (APA), the Department of General Services, and the DBHDS Division of Finance team to identify desired and required outcomes.
- 2.35 Review of three (3) other state agencies of similar size and structure as DBHDS and identify best capital outlay practices by these agencies.
- 2.4 Identify desired outcomes for record-keeping, document retrieval, etc., and review existing processes for alignment with the same. Desired outcomes include, but are not limited to: 1) a more efficient filing and document retrieval system – both electronic and hard copies; 2) Timely access to contract documents, including plans and specifications; 3) management of field reports and photographic documentation; 4) checklists; and 5) simplified project close-out system.
- 2.5 Recommend changes in process, procedures and structure which will likely provide for more efficient and effective service delivery. Prioritize recommendations, including;

- 2.5.1 Determination of the best approach to internally processing capital outlay expenditures including the most efficient approval paths.
- 2.5.2 Ways to become paperless.
- 2.5.3 Role of DBHDS facilities in the capital outlay process.
- 2.5.4 Organizational realignment of where responsibilities should fall within the division.
- 2.5.5 Appropriate staffing needs for these responsibilities and the knowledge, skills, and responsibilities of such staff.
- 2.6 Provide a mid-project summary outlining high-level findings and recommendations related to staffing make-up, roles and responsibilities, structure, processes and an optimal approach to service delivery.
- 2.7 Submit a written final report which will summarize high level findings in a professional a manner and present findings and recommendations to senior DBHDS management. All findings and recommendations developed must be sufficiently detailed to support implementation, if accepted, and contain an implementation discussion, including a summary of impediments and strategies to address, and consideration of other impacts as applicable. Final recommendations shall be compliant with the requirements of the APA and consider record-keeping requirements.
- 2.8 Provide executive briefing to DBHDS Executive Team.

### **3.0 Proposal Preparation and Submission Requirements:**

#### General Instructions:

- 3.1 URFP Response: In order to be considered for selection Offeror's must submit a complete response to this URFP. All proposals shall be submitted via e-mail to the attention of Benjamin Miller at [Benjamin.Miller@dbhds.virginia.gov](mailto:Benjamin.Miller@dbhds.virginia.gov).
- 3.2 Proposal Preparation:
  - a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or

lack key information may be considered non-responsive and be rejected by the Purchasing Agency. Mandatory requirements are those required by law or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the URFP. Emphasis should be on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the URFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the URFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text requirement as it appears in the URFP. If a response covers more than one page, the paragraph number and sub letter should be repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the URFP requirements. Information that the Offeror desires to present that does not fall within any of the requirements of the URFP should be inserted at an appropriate place or attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to locate where the URFP requirements are specifically addressed.
- d. The proposals should be submitted as a .pdf, typed, page-numbered, single-spaced with a 12-point font and capable of being printed on 8 1/2" x 11" paper with 1" margins. It is acceptable for Offeror's to use a larger font size for section headings or a smaller font size for footers, tables, graphics, exhibits, or similar sections.
- e. As used in this URFP, the terms "must", "shall", "should" and "may" identify criticality or requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the URFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however it may seriously affect the overall rating of the Offerors' proposal.

- f. Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to the URFP shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and, in the sole discretion of DBHDS, may result in rejection of the proposal.

- 3.3 Oral Presentation of Proposal: Offerors who submit a proposal in response to this URFP may be required to give an oral presentation of their proposal to the Purchasing Agency. At the DBHDS sole discretion, these may be via telephone conference call. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Oral presentations are an option of the agency and may not be conducted.

No Offeror is guaranteed an opportunity to explain, supplement, or amend its initial proposal. Offerors must not submit a proposal assuming that there will be an opportunity to negotiate, amend, or clarify any aspect of their submitted proposals. Therefore, each Offeror is encouraged to ensure that its initial proposal contains and represents its best offering.

- 3.4 Specific Proposal Instructions: Proposals should be as thorough and detailed as possible so that the Purchasing Agency may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:
  - a. Return the URFP cover sheet, signature page, attachment and all addenda acknowledgments, if any, signed and filled out as required.
  - b. Written narrative that includes:

1. A detailed and comprehensive project plan to include a narrative of the methodology to be used for providing the services and a project timeline for the various components proposed in your proposal, as well as your firm's best commitment date for completing the entire project.
2. Detailed information including: past experience and expertise providing these services, knowledge of DBHDS, the Commonwealth of Virginia's Capital Outlay and procurement processes, knowledge of DBHDS, and any other pertinent information supporting your firm's experience/qualifications providing these services.
3. Identification of key personnel proposed to be assigned to this project including individual qualifications, experience and expertise. Clearly define their role in the performance of this work.
4. Provide specific data on similar projects, or projects with similar features, on which the Offeror has provided services. Name key personnel of Offeror involved in projects and their roles. Provide at least three (3) references, including complete contact information (to include e-mail addresses), for the referenced projects.
5. Provide information on any consultants/subcontractors proposed for use on this project, including key information similar to that provided for key personnel.
6. Detailed budget of how your organization proposes to execute this project on an hourly basis, with a fixed price total cost for the project.

#### **4.0 Evaluation and Award Criteria:**

- 4.1. Evaluation Criteria: Proposals shall be evaluated by the Purchasing Agency using the following criteria:
  - a. Total overall project cost.
  - b. Qualifications and demonstrated experience of vendor and vendor's staff to include:

1. Knowledge of DBHDS capital outlay and financial policies and procedures.
  2. Knowledge of Commonwealth of Virginia Capital Outlay Procedures.
  3. Experience providing similar services to state agencies.
- c. Methodology and Soundness of Vendor's detailed comprehensive project plan to perform the services to include:
1. Completeness of work plan.
  2. Project methodology.
  3. Project schedule/timeline.
- d. Positive references from other state agencies on similar work.
- 4.2. **Award:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but shall not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

## **5.0 GENERAL TERMS AND CONDITIONS:**

- 5.1 **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for



review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "Vendors Manual" on the vendors tab.

5.2 **APPLICABLE LAW AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendor's Manual. The contractor shall comply with applicable federal, state and local laws and regulations.

5.3 **ANTI-DISCRIMINATION:** By submitting their proposals, Offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 8.3.1 and 8.3.2 below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 8.3.1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- 5.4 **ETHICS IN PUBLIC CONTRACTING**: By submitting their proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- 5.5 **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By submitting their proposals, the Offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- 5.6 **DEBARMENT STATUS**: By submitting their proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
- 5.7 **ANTITRUST**: By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- 5.8 **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS**: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, DBHDS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- 5.9 **CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than seven days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.
- 5.10 **PRECEDENCE OF TERMS:** The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- 5.11 **QUALIFICATIONS OF OFFEROR:** The DBHDS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to DBHDS all such information and data for this purpose as may be requested. DBHDS further reserves the right to reject any proposal if the evidence submitted by or investigations of such Offeror fails to satisfy DBHDS that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated herein.
- 5.12 **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of DBHDS.
- 5.13 **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that

would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

- a. By mutual agreement between the parties in writing; or
- b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- 5.14 **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, DBHDS, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which DBHDS may have.

- 5.15 **INSURANCE:** By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**INSURANCE COVERAGES AND LIMITS REQUIRED:**

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compensatory for employers of three or more employees, to include employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$3,000,000 per occurrence single limit. Commercial General Liability is to include bodily injury, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional named insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 – per occurrence.

- 5.16 **DRUG FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 5.17 **NONDISCRIMINATION OF CONTRACTORS:** An Offeror shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- 5.18 **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal [www.eVA.virginia.gov](http://www.eVA.virginia.gov), streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:
- a eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
  - b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

5.19 **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days shall be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges:** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Purchasing Agency shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification.

The provisions of this section do not relieve an Agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, ' 2.2-4363).

2. To Subcontractors:

a. A Contractor awarded a contract under this agreement is hereby obligated:

1. To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Purchasing Agency for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
2. To notify the Agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Purchasing Agency, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

5.20 **TESTING AND INSPECTION:** The DBHDS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

5.21 **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

5.22 **SET-ASIDES:** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/Offerors shall be deemed small businesses if and only if they are certified as



such by DMBE on the due date for receipt of bids/proposals.

- 5.23 **PROPOSAL PRICE CURRENCY:** Unless stated otherwise in the solicitation, Offerors shall state offer prices in US dollars.

**6.0 SPECIAL TERMS AND CONDITIONS:**

- 6.1 **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 6.2 **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- 6.3 **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- 6.4 **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- 6.5 **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- 6.6 **AUTHORITIES:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Work contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/she/it may have herein without the

express written consent of the Contracting Agency, except as specified herein.

- 6.7 **NONDISCRIMINATION OF CONTRACTORS:** An Offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or Offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- 6.8 **CONTRACT MANAGEMENT AND ADMINISTRATION:** A primary contract administrator will be appointed by the Contracting Agency who will be responsible for monitoring and evaluating contractor performance. Only the DBHDS Office of Administrative Services may authorize any changes to the contract that modify, in a material fashion, the cost, terms and conditions, scope of work or delivery of services to be provided under the contract.
- 6.9 **EXTRA CHARGES NOT ALLOWED:** The proposal price shall be for delivery of the complete project ready for the Commonwealth's use, and shall include all applicable labor, supplies, etc. Extra charges will not be allowed.
- 6.91 **COMMUNICATIONS:** Communications regarding this URFP shall be formal from the date of issue, until either a Contractor has been selected or DBHDS rejects all proposals. Formal communications shall be directed to the DBHDS Office of Administrative Services (OAS). Informal communications, including but not limited to, requests for information, comments or speculations, regarding this URFP to any DBHDS employee other than a OAS representative may result in the offending Offeror's proposal being rejected.
- 6.92 **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or Offeror is not required to be so

authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or Offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

**Note:** Please contact the Virginia State Corporation Commission Clerk's Office, at (804) 371-9733 or toll-free in Virginia at 1-866-722-2551, for detailed information of how to comply with the requirements of Special Condition 6.10. Attachment A must be completed and submitted with the response.

## ATTACHMENT A

### STATE CORPORATION COMMISSION FORM

#### **Virginia State Corporation Commission (SCC) registration information.**

**The Offeror:**

☐ is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ -

**OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

**IMPORTANT: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.**